

CONTRACT PERIOD THROUGH SEPTEMBER 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **SEPTIC SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **SEPTEMBER 05, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WT/mm
Attach

Copy to: Clerk of the Board
Theresa Pinto, Flood Control
Lisa Amos, Flood Control
Larry Hendershot Flood Control
Sharon Tohtsoni, Materials Management

SPECIFICATIONS ON INVITATION FOR BID FOR: **SEPTIC SERVICES**

1.0 **INTENT:**

1.1 PURPOSE

The purpose of this solicitation is to provide a source for scheduled and as needed septic system services to include; locating, pumping, flushing, repairing and, demolition and back fill of residential and commercial facilities owned by Maricopa County.

1.2 SCOPE

The scope of this solicitation includes the specifications for services related to septic systems, the terms and conditions by which these services are to be provided, the bid procedures, the evaluation and award criteria and other factors pertinent to this bid

1.3 OBJECTIVE

The objective of this solicitation is to procure septic system services from the most qualified contractors to be used by the Maricopa County Flood Control District and Maricopa Department of Transportation. In order to ensure adequate coverage of the requirements, multiple awards may be made.

1.4 ADMINISTRATION

The Maricopa County Flood Control District will administer the resulting contract.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 SERVICES TO BE PROVIDED

The contractor(s) shall be required to provide septic system services, repairs and demolition for Maricopa County owned residential and commercial properties at various locations throughout the County. Services shall include:

- 2.1.1 Search and locate septic systems
- 2.1.2 Pumping
- 2.1.3 Flushing
- 2.1.4 Leach field repair/replacement
- 2.1.5 Septic repair/replacement
- 2.1.6 Install new lines
- 2.1.7 Install risers if necessary
- 2.1.8 Demolitions
 - 2.1.8.1 Crush in place or remove
 - 2.1.8.2 Back fill over septic

2.2 SERVICE REQUIREMENTS

- 2.2.1 The Contractor shall provide all equipment, tools, labor, supervision, materials and transportation necessary to meet the requirements specified herein, including Blue Stake. All work must comply with Environmental Protection Agency (EPA) and Arizona Department of Environmental Quality (ADEQ), and any local regulations in effect.
- 2.2.2 The contractor shall source all materials/parts/components/fixtures necessary in the repair/replacement of septic systems.
- 2.2.3 Contractor shall keep the premises clean of all rubbish and debris generated by the work involved and shall leave the premises neat and clean.
- 2.2.4 Contractor shall be capable of providing services 24/7 365 days per year.

2.3 FLUSHING

In cases where a facility's water supply has been shutoff or disconnected the contractor must have available a minimum ~~200 5,000~~ gallon water truck suitable for flushing a septic when necessary prior to pumping or demolition.

2.4 PUMPING

2.4.1 The contractor shall provide as needed septic tank pumping services as specified. This service shall require a four (4) hour response time on-site after Contractor receives request from the County. There may be occasions wherein the Contractor is called out to perform pumping services after business hours, weekends, or holidays. Rates shall be priced separately.

2.4.2 The Contractor must have adequate personnel, supervisors, and equipment necessary to perform services during normal business hours as well as after hours and weekend requests.

2.4.3 Contractor shall ensure all waste pumped from County septic facilities is not stockpiled, stored, or dumped by any unlicensed and/or illegal land application method.

2.4.4 Contractor shall dispose of liquids and waste material pumped at approved environmentally safe dumpsites. All fees payable at the legally designated disposal facility for dumping is the responsibility of, and paid by, the Contractor and billed back to the County without mark-up.

2.4.5 Each bidder shall be ranked as first call, second call, third call, and so on for pumping services. The contractor of record having the lowest bid shall be called first by the requesting department. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.4.6 Disposal Manifests:

2.4.6.1 Contractor shall be responsible to accurately record transport activity via shipping manifests. This information shall be made available to the County upon request.

2.4.6.2 Disposal fees (user fees) including testing fees from the dumpsite will be paid by the Contractor and billed back to the County as part of the service cost without mark-up. Cost increases will be allowable on disposal fees only if supported by documentation.

2.4.6.3 Copies of disposal fee documentation must be attached to each invoice. Failure to provide the documentation will cause the charge to be disallowed.

2.4.6.4 Upon request, the Contractor shall make available to the County all records regarding disposal, fees, and all data pertaining to products obtained from the County, for audit verification.

2.4.7 If the Contractor is unable to provide service as required, the County reserves the right to source pumping services on the open market. Any additional charges for this outsourcing above the contracted rates set herein will be borne by the Contractor.

2.5 PROJECT WORK

- 2.5.1 Project work shall mean work performed, which, in the best interest of the County, would be more advantageous to be performed as “all inclusive” as opposed to time and materials. Each of the contractors assigned to this contract shall be provided a request for project quote containing a detailed Scope of Work (SOW). As such, each contractor MUST submit a response, with award granted to the lowest quote for the project. Contractors are not to submit their own project quote sheets (exceptions: if the contractor’s quote sheet has no terms and conditions and no provisions for a signature from the County). If the contractor’s quote sheet contains any of the aforementioned, only County letterhead quote sheets will be acceptable. All terms and conditions are only those established under this agreement. ALL contractors are to have an equal opportunity to quote on project work.
- 2.5.2 A construction tax may be applied to the total project cost. This is calculated at 65% of the retail tax rate applied to the combined labor and materials associated with project work. If project work, do not itemize labor and materials.
- 2.5.3 The County’s project quote sheet will contain the following information:
- The contract serial number and name,
 - Location and address of facility,
 - Detailed scope of work,
 - Other information relevant to the SOW,
 - Project cost line item,
 - Check box for “Will quote” or “Will not quote” the project,
 - Deadline for quote delivery,
 - Signature line for both the County and Contractor.
- 2.5.4 All contractors must submit the project quote sheet back to the County within the specified time frame, either with acceptance and a firm price or decline with a written reason as to why the project was declined. Contractors who have declined project work a minimum of three times during a six-month period shall be required to attend a meeting with Materials Management Department and FCD to discuss consideration of default of contract as this is indicative of the Contractor’s desire not to do business with the County.
- 2.5.5 The submitted project quote is to be all-inclusive. That is, any cost overruns are to be absorbed by the contractor, or cost savings to be additional profit. Exceptions to this are changes requested by the County that may cause higher project cost and/or project delay. All change orders to a project must be in writing, referencing the contract serial number, and approved by FCD (or County user agency if request was made by them) prior to any authorization to proceed. The Contractor who fails to acquire change orders in writing runs the risk of incurring these additional costs without payment.
- 2.5.6 Depending on the complexity/nature of the project, a predetermined and/or pre-identified mandatory site meeting may be held to ensure all contractors are aware of important issues regarding the project. Mandatory site meetings will require a sign-in sheet. Contractors who do not show-up to a mandatory site meeting and who submit a project quote will be considered “non-responsive”.
- 2.5.7 Contractors shall be compensated for additional work requested by the County that is not detailed in the Scope of Work in accordance with the labor rates bid in Attachment A, PRICING.

2.6 TIME AND MATERIALS

- 2.6.1 This contract may also be used for time and materials work (under \$1,000) and priced per hour as bid in the pricing section. The threshold from time and materials to project work shall be \$1,000.00. Exceptions to this shall be emergencies that arise and must be dealt with immediately without the time for project quotes.

2.6.2 Each bidder shall be ranked as first call, second call, third call, and so on for time and materials. The contractor of record having the lowest labor bid shall be called first by the requesting department for time and materials service. If the vendor is unable to respond in the time parameters, the requesting agency shall proceed to the next lowest bidder. The County must document this via a rank call log. Consistent decline of service requests by a vendor or consistent non-compliance with response time specifications shall cause the County to review the file and a determination made for default of contract.

2.7 WORK PERFORMANCE

In the event the work performance of the Contractor is unsatisfactory, the Contractor will be notified by the Maricopa County contract administrator and will be given (12) hours to correct the work. All re-work shall be at no cost to the County.

2.8 EMPLOYEES OF THE CONTRACTOR

Contractor's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Contractor or authorized subcontractor.

2.9 REMOVAL OF CONTRACTOR'S EMPLOYEES

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The County may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the best interest of Maricopa County.

2.10 INVOICING

After completion of services, the Contractor shall submit an invoice to the County for all work performed. Each invoice must include the following information:

2.10.1 Invoices for Pumping Services

- Purchase Order Number
- Contract Serial Number
- Job Site Location
- Time and Date Service Provided
- Description of Work Performed
- Cost as Bid
- Copies of Shipping Manifest
- Copies of Disposal Fees
- Grand Total of Invoice

2.10.2 Invoices for Project Work

- Purchase order number,
- Terms as bid,
- Contract serial number;
- Job site location and address,
- Description of work performed,
- Project description,
- Project cost as bid,
- Change order cost (if applicable),
- Construction tax (if applicable),
- Grand total of invoice.

2.10.3 Invoices for Time and Material

- Purchase order number,
- Terms as bid,
- Contract serial number;
- Job site location and address,
- Description of work performed,
- Total labor hours,
- Labor rate as bid,
- Itemized materials,
- Rented equipment charges (must attach invoice from rental firm). The contractor shall not add additional sales tax other than what the rental firm has posted. If rented equipment requires a supply of fuel, the cost of fuel is allowed but only at the prevailing rates,
- Tax on parts/materials only,
- Grand total of invoice.

Invoicing that does not have all the required information as listed above, will be sent back for corrections, delaying payment to the Contractor.

2.11 TAX

Taxes shall be imposed on materials purchased by the County. No tax shall be levied against labor (except as noted). Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.12 REQUIRED SUBMITTALS

Each bidder MUST submit with the bid package the following required submittals. Failure to provide ALL the required submittals shall render the bid non-responsive.

- 2.12.1 Provide years of experience the firm has been in the septic systems service business.
- 2.12.2 Provide number of trucks in the service fleet and how equipped.
- 2.12.3 Provide copies of all licensing requirements.

2.13 SPECIAL CONTRACT REQUIREMENTS

- 2.13.1 Contractor shall be licensed by the State of Arizona, Registrar of Contractors, copies of licenses must accompany bid.
- 2.13.2 Contractor to possess all applicable Maricopa County Vector Control Non-hazardous Liquid Waste Hauler Permit, an Arizona Department of Environmental Quality Permit, and any other permits necessary to perform the specifications herein. Proof of such permits must accompany bid package.
- 2.13.3 Contractor's firm must be in the pumping business a minimum of **two (2) consecutive years, the firms management staff must have three (3) years pumping experience,** and completely familiar with the specified requirements and methods needed for proper performance of this contract. Proof of these requirements must accompany bid package.
- 2.13.4 The Contractor's service truck fleet shall be so equipped and so sized to perform pumping services for the County. The Contractor shall have a local yard to keep their trucks maintained daily. These requirements shall be verified by FCD via a formal inspection after bid submittals and prior to bid award.

2.14 DELIVERY

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 CONTRACT LENGTH

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a three year period.

3.2 OPTION TO EXTEND

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of two (2), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE

3.3.1 Indemnification

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.3.2 Insurance Requirements

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.3.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.3.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.3.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.3.3 Certificates of Insurance

3.3.3.1 Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

3.3.3.2 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.3.4 Occurrence Basis

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.3.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.4 PROCUREMENT CARD ORDERING CAPABILITY

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INTERNET ORDERING CAPABILITY

It is the intent of Maricopa County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INQUIRIES AND NOTICES

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WILLIAM THORNTON, PROCUREMENT CONSULTANT, (602)-506-3248
(BTHORNTON@mail.maricopa.gov)

Technical telephone inquiries shall be addressed to:

LARRY HENDERSHOT, FLOOD CONTROL DISTRICT, (602) 506-2964

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 **CONTRACT TERMS AND CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 ESCALATION

Any requests for reasonable price adjustments must be submitted thirty (30) days prior to the Contract expiration or Anniversary date. Justification for the requested adjustment in cost of labor and/or materials must be supported by appropriate documentation and fall within the PPI for the commodity. Increases are subject to approval in writing by the Materials Management Department prior to any adjusted invoicing being submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 TERMINATION FOR DEFAULT

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.5 TERMINATION BY THE COUNTY

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.7 OFFSET FOR DAMAGES

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.8 ADDITIONS/DELETIONS OF SERVICE

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.9 SUBCONTRACTING

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.10 AMENDMENTS

All amendments to this Contract must be in writing and signed by both parties.

4.11 RETENTION OF RECORDS

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.12 ADEQUACY OF RECORDS

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.13 AUDIT DISALLOWANCES

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.14 VALIDITY

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.15 RIGHTS IN DATA

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

PARADISE VALLEY SEPTIC SERVICE, 8912 W. PINNACLE PEAK ROAD PMB-500, SCOTTSDALE, AZ 85255

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ____ YES __X__ NO

INTERNET ORDERING CAPABILITY: ____ YES __X__ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____YES __X__ NO

PRICING SHEET S049503/B0604292

PRICING

INCLUDES ALL LABOR AND EQUIPMENT REQUIRED TO PERFORM SERVICES

<u>ITEM DESCRIPTION</u>	<u>NORMAL HOURS</u> M-F 6:00 A.M. TO 6:00 P.M. (Except Holidays)	<u>EMERGENCY HOURS</u> OUTSIDE NORMAL HOURS (Including Holidays)
<u>1.0 SERVICES</u>		
1.1 SEARCH, LOCATE AND PUMP SETIC SYSTEM:	<u>\$ 0.39 /GAL</u>	<u>\$ 0.78 /GAL</u>
1.2 FLUSH SEPTIC SYSTEM:	<u>\$ 0.59 /GAL</u>	<u>\$ 1.18 /GAL</u>
<u>2.0 TIME & MATERIALS</u>		
2.1 LABOR RATES:	<u>\$ 80.00 /HR</u>	<u>\$ 160.00 /HR</u>
2.2 MATERIALS AT COST PLUS:	<u>20% MARKUP</u>	

Terms: NET 30

Federal Tax ID Number: 86-0768434

Vendor Number: 860768434 A

Telephone Number: 480/607-7763

Fax Number: 480/607-7765

Contact Person: Bob Lanham or Suzanne

Insurance Certificate Required

Contract Period: To cover the period ending **SEPTEMBER 30, 2005**

SEPTIC TECHNOLOGIES INC., 2009 S. COTTON LANE, GOODYEAR, AZ 85338

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

WILL YOUR FIRM ACCEPT A PROCUREMENT CARD FOR INVOICE PAYMENT? ☐ YES ☒ NO

INTERNET ORDERING CAPABILITY: ☐ YES ☒ NO ☐ % DISCOUNT (no DSL)

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET S049503/B0604292

PRICING

INCLUDES ALL LABOR AND EQUIPMENT REQUIRED TO PERFORM SERVICES

<u>ITEM DESCRIPTION</u>	<u>NORMAL HOURS</u> M-F 6:00 A.M. TO 6:00 P.M. (Except Holidays)	<u>EMERGENCY HOURS</u> OUTSIDE NORMAL HOURS (Including Holidays)
<u>1.0 SERVICES</u>		
1.1 SEARCH, LOCATE AND PUMP SETIC SYSTEM:	\$ 300/1000 /GAL	\$ 425/1000 /GAL
1.2 FLUSH SEPTIC SYSTEM:	\$ 775/1000 /GAL	\$ 1250/1000 /GAL
<u>2.0 TIME & MATERIALS</u>		
2.1 LABOR RATES:	\$ 85 /HR	\$ 125 /HR
2.2 MATERIALS AT COST PLUS:	20% MARKUP	

Terms: NET 45

Federal Tax ID Number: 86-0973389

Vendor Number: 860973389

Telephone Number: 623/932-3464

Fax Number: 623/923-3484

Contact Person: Kevin Kirkpatrick

E-mail Address: septictech@worldnet.att.net.

Insurance Certificate Required

Contract Period: To cover the period ending **SEPTEMBER 30, 2005**